loss, without reference to what they could be sold for in a particular market. *Denver Ry. Co.* v. *Frame,* 6 Colo. 385. What elements of value may be taken into consideration and what tests of value applied when there is no market value of the property in question, are governed by no fixed rule. *Watt* v. *Nevada Central Railroad Company,* 23 Nev. 154, 64 Am. St. Rep. 772.

DEEDS—CONSTRUCTION—DESCRIPTION OF SUBJECT MATTER.—Defendant W. had platted his land between a public highway and the shore of Lake Huron, for summer resort purposes. The lots, as appeared by the plat, extended to what was designated as the "beach." One of these lots was deeded to complainant. This conveyance contained a clause, as did all those to other grantees, that the beach was to be put "to such use as is usual for residents and visitors at a family summer resort to make of a beach in connection with such resort." Defendant attempted to remove sand of valuable mineral properties from the beach claiming that he had retained the fee to the shore. *Held,* such removal should be enjoined. *Cram v. Ward et al.* (1904), — Mich. —, 100 N. W. Rep. 564.

This decision is based on the complainant's exclusive right, together with other grantees of the defendant in common to the "improvement, use and enjoyment" of the beach. Complainant's ownership, with other grantees of the defendant, in the beach would extend to low water mark, the fee of the land under the great lakes being in the state. *People* v. *Silberwood,* 110 Mich. 103. And, as is held in the principal case, it is undoubted that a conveyance of the uses of and dominion over land conveys the land itself. WASHBURN REAL PROPERTY, Vol. III, § 2289; *Clement and Masser* v. *Youngman,* 40 Pa. St. 341. And on the same principle, a gift of the produce of a fund is a gift of that produce in perpetuity; and so is a gift of the fund itself, unless a contrary intention appears. *Keene's Appeal,* 64 Pa. St. 274; *Adamson* v. *Armitage,* 19 Ves. Jr. 416; *Campbell* v. *Gilbert,* 6 Wharton 78; *Hellman* v. *Hellman,* 4 Rawle 450. So a general power of disposal carries with it the absolute property wherever a limited interest is not specified. *Morris* v. *Phaler,* 1 Watts 389. From all that appears in the principal case, the grantor by not expressly reserving rights in the beach, must be held to have intended to reserve none.

EASEMENTS—RECITAL IN DEED—INJUNCTION.—The owner of a corner lot 124 ft. front by 160 ft. deep conveyed to different parties several strips 120 ft. deep, extending "to a driveway 12 ft. wide." Subsequently, he conveyed to the defendant the rear parcel 40 ft. by 124 ft., facing on the side street, "reserving 12 ft. on the west side as a driveway to be used in common by the owners of the land adjoining and by said grantee." Plaintiff is the owner through mesne conveyance of the adjacent portion then still retained by the common grantor, one of the deeds reciting that the lot extended "to a driveway 12 ft. wide," the other, "to a proposed driveway 12 ft. wide," and she now seeks to enjoin the defendant from building a fence between her lot and the said driveway, and from erecting a gate at the end. *Held,* plaintiff is entitled to injunction against the erection of the fence. *Gibbons* v. *Ebding* (1904), — Ohio —, 71 N. E. Rep. 720.